

**DUANE MORRIS LLP**

By: Anthony J. Costantini  
Suzan Jo  
Kevin P. Potere

1540 Broadway

New York, NY 10036-4086

Telephone: (212) 692 1000

Fax: (212) 692 1020

*Attorneys for Plaintiff MCHA Holdings, LLC*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MCHA HOLDINGS, LLC,

Plaintiff,

v.

The Republic of Argentina,

Defendant.

CIVIL INDEX NOS.

14-Civ-07637 (TPG)

14-Civ-10064 (TPG)

**MEMORANDUM OF LAW IN SUPPORT OF  
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Pursuant to Rule 56(a) of the Federal Rules of Civil Procedure, Plaintiff MCHA Holdings, LLC (“MCHA” or “Plaintiff”) respectfully moves for partial summary judgment on its claim that Argentina violated its contract with MCHA when it subordinated the rank of MCHA’s bonds to bonds issued to those who participated in the 2005 and 2010 Exchange Offers (the “Exchange Bondholders”) and when it made payments to the Exchange Bondholders and passed prohibitive legislation while refusing to make any payments to MCHA.

The movant, which is a non-judgment creditor, is making the present motion with respect to bonds issued pursuant to the 1994 Fiscal Agency Agreement (“FAA”), the very same agreement that was the subject of the Court’s prior decisions in *NML Capital, Ltd. v. Republic of*

*Argentina*, Case Nos. 08 Civ. 6978 (TPG), 09 Civ. 1707 (TPG), 09 Civ. 1708 (TPG) (S.D.N.Y.), affirmed by the Second Circuit in *NML Capital, Ltd. v. Republic of Argentina*, 699 F.3d 246 (2d Cir. 2012), *cert. denied*, 134 S. Ct. 201 (2013) and *NML Capital, Ltd. v. Republic of Argentina*, 727 F.3d 230 (2d Cir. 2013), *cert. denied*, 134 S. Ct. 2819 (2014).

In support of its Motion for Summary Judgment, Plaintiff joins in Section I of the Memorandum Of Law In Support Of The Motion By NML Capital, Ltd. For Partial Summary Judgment dated February 3, 2015 filed in *NML Capital, Ltd. v. Republic of Argentina*, 14 Civ. 8601 (TPG) (D.E. # 7) (pp. 16-27), since the movants therein also bought bonds issued pursuant to the 1994 FAA, and there is no need to inundate the Court with multiple memoranda of law making the same arguments. Plaintiff does not join in Section II of the Memorandum of Law because that section is inapplicable to non-judgment creditors such as MCHA.

Dated: New York, New York  
February 27, 2015

**DUANE MORRIS LLP**

By:   
Anthony J. Costantini  
E-mail: [ajcostantini@duanemorris.com](mailto:ajcostantini@duanemorris.com)  
Suzan Jo  
E-mail: [sjo@duanemorris.com](mailto:sjo@duanemorris.com)  
Kevin P. Potere  
Email: [kppotere@duanemorris.com](mailto:kppotere@duanemorris.com)  
1540 Broadway  
New York, NY 10036-4086  
Telephone: (212) 692 1000  
Fax: (212) 692 1020

*Attorneys for Plaintiff MCHA Holdings, LLC*